

## **EXHIBIT 12**

# AT&T plans for Apple iPhone



On the nation's fastest 3G network



AT&T Plans for iPhone (U.S. Coverage Packages)

AT&T Nation<sup>SM</sup>

UNLIMITED Data (Email/Web) | Visual Voicemail | Rollover<sup>SM</sup>  
UNLIMITED Mobile to Mobile | UNLIMITED Nights & Weekends

a-list

with ROLLOVER<sup>SM</sup>  
exclusively from AT&T

Get **UNLIMITED** calling up to 5 numbers on any network, and keep the minutes you save with Rollover.

UNLIMITED

UNLIMITED Data (Email/Web)  
Visual Voicemail

Anytime Minutes	450	900	1350	UNLIMITED
Night & Weekend Minutes	5000	UNLIMITED	UNLIMITED	—
Additional Minutes	45¢	40¢	35¢	N/A
Per Month	\$69 <sup>99</sup>	\$89 <sup>99</sup>	\$109 <sup>99</sup>	\$129 <sup>99</sup>

Includes Wi-Fi access at thousands of AT&T Wi-Fi hotspots nationwide, including Starbucks.<sup>\*</sup>

Add Messaging Plan

For individuals

Messaging Unlimited

1500 Messages

200 Messages

\$20 per month

\$15 per month

\$5 per month

5¢ per additional message

10¢ per additional message

For FamilyTalk

UNLIMITED

Pay Per Use

\$30 per month - includes up to 5 lines

20¢ per text message/30¢ per picture/video message

Picture/video capabilities will be available in late summer 2009. Prices are billed monthly and are valid for use in the U.S. only. Messaging plans may be cancelled at any time. Charges for international messages sent from the U.S. are 25¢ for Text Messages and 50¢ for Picture/Video Messages. Charges for usage while roaming internationally: 50¢ for each text message sent, and \$1.30 for each picture/video message sent. Web Browsing \$2/MB applies to new customers or customers who change voice plans or cancel data plans, otherwise 1¢/KB. Additional charges for premium messages and content apply. For full details on Messaging & Data Plans, go to [att.com/dataterms](http://att.com/dataterms).

International Roaming

Outside of the U.S., voice and data usage, including data usage incurred from delivery of Visual Voicemail messages, will be charged at international rates. Data Global Plans for iPhone can be added for reduced data rates in over 90 countries. For a complete list of countries, visit [att.com/dataconnectglobal](http://att.com/dataconnectglobal), and rates, visit [att.com/worldpackages](http://att.com/worldpackages).

AT&T FamilyTalk<sup>SM</sup>

Includes 2 Lines.

a-list

with ROLLOVER<sup>SM</sup>  
exclusively from AT&T

Get **UNLIMITED** calling up to 10 numbers on any network, and keep the minutes you save with Rollover.

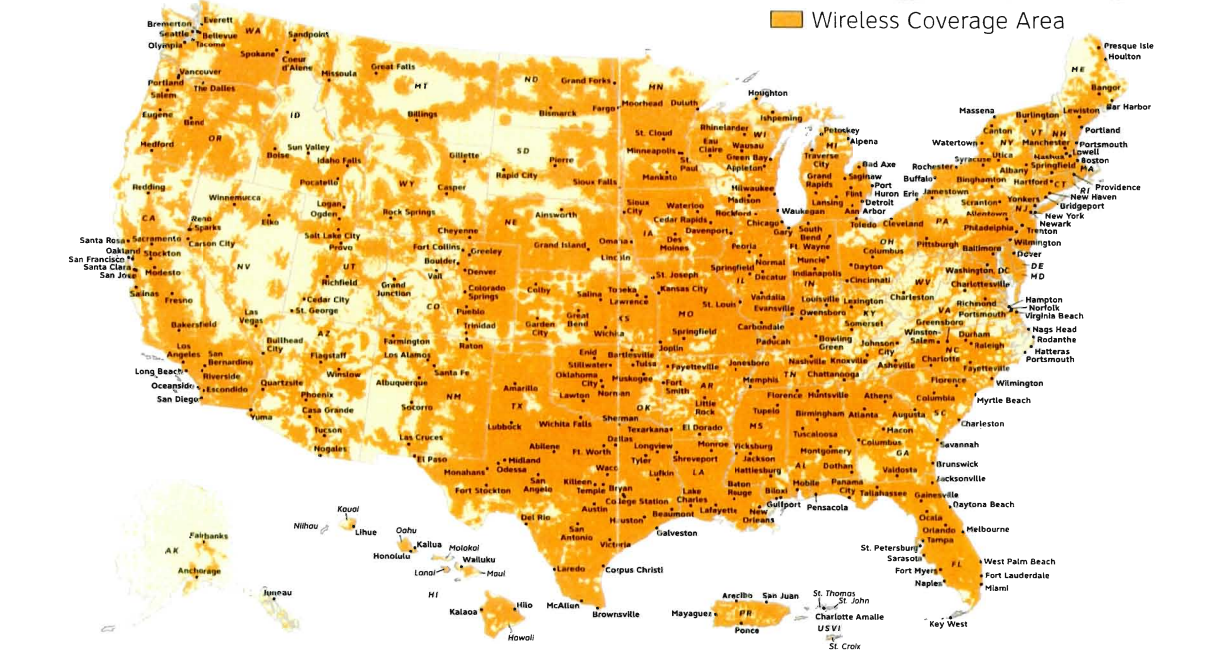
UNLIMITED

UNLIMITED Data (Email/Web)  
Visual Voicemail

Shared Anytime Minutes	700	1400	2100	3000	4000	6000	UNLIMITED
Additional Minutes	45¢	40¢	35¢	25¢	20¢	20¢	N/A
Per Month	\$129 <sup>99</sup>	\$149 <sup>99</sup>	\$169 <sup>99</sup>	\$209 <sup>99</sup>	\$259 <sup>99</sup>	\$359 <sup>99</sup>	\$259 <sup>99</sup>
Additional iPhone Line	\$39 <sup>99</sup> per line (up to 3 additional lines).						\$129 <sup>99</sup>

Includes Wi-Fi access at thousands of AT&T Wi-Fi hotspots nationwide, including Starbucks.<sup>\*</sup>

Coverage Area Map



Included Features with AT&T Nation and Family Talk Plans:  
Nationwide Long Distance and Roaming, Call Forwarding, Call Waiting, 3-Way Calling and Caller ID.

iPhone is configured to work only with the wireless services provided by AT&T. iPhone voice and data plans required for use of iPhone. The \$30 data plan for iPhone does not allow access to corporate email, company intranet sites, and other business applications. There are no equipment discounts available with the purchase of any iPhone device. Visual Voicemail can be password protected to secure your voicemail messages, contacts and related content. All plans require an activation fee and are subject to AT&T credit approval. The purchase of an iPhone does not guarantee service. AT&T also imposes monthly a Regulatory Cost Recovery Charge of up to \$1.25 to help defray costs incurred in complying with State and Federal telecom regulations, State and Federal Universal Service Charges, and surcharges for customer-based and revenue-based state and local assessments on AT&T. These are not taxes or government-required charges. Prices are billed monthly and are valid for use in the U.S. only. A-List is available only with select rate plans. Numbers must be entered online at MyWireless Account at [att.com/Mywireless](http://att.com/Mywireless). Only standard domestic landline or wireless numbers are eligible. A-List is not eligible on CRU accounts. For additional terms, see [www.wireless.att.com/cell-phone-service/legal/plan-terms.jsp](http://www.wireless.att.com/cell-phone-service/legal/plan-terms.jsp). \*Wi-Fi available at U.S. company-operated Starbucks locations equipped with a hotspot. Starbucks and the Starbucks logo are registered trademarks of Starbucks U.S. Brands, LLC.

3G not available in all areas. Your phone's display does not indicate the rate you will be charged. Please review your coverage map for areas included in and out of plan. Map depicts an approximation of outdoor coverage. Map may include areas served by unaffiliated carriers and may depict their licensed area rather than an approximation of the coverage there. Actual coverage area may differ substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors. AT&T does not guarantee coverage. Charges will be based on the location of the site receiving and transmitting the call, not the location of the subscriber. Future coverage, if depicted above, is based on current planning assumptions but is subject to change and may not be relied upon.

# Introducing Apple iPhone 3GS

## New Features

### Speed

Load Web pages, launch apps, open attachments, and take pictures faster than ever before. iPhone 3GS makes your entire iPhone experience more responsive.\*

### Video Camera

iPhone 3GS now lets you shoot and edit video, then share it via email, Picture/Video Messaging,\*\* MobileMe, or YouTube. And still pictures get better with a 3-megapixel camera, built-in autofocus, and a tap-to-focus feature.

### Voice Control

With Voice Control, you can use your voice to call someone in your Contacts list, dial a number, or play a song.

## More New Features

### Digital Compass

Find out what direction you're facing with a new digital compass.\*\*\*

### Cut, Copy & Paste

Cut, copy, and paste words and photos, even between applications. Copy and paste images and content from the Web too.

### Messages

Use messages to send text, photos, audio, video, and more.\*\*

### Spotlight Search

Find what you're looking for across your iPhone, all from one place.

### Landscape Keyboard

Rotate iPhone to use a larger keyboard in Mail, Messages,\*\* Notes and Safari.

### Voice Memos

Capture a voice memo, a meeting, or any audio recording on the go.

# AT&T Advantages

## THE NATION'S FASTEST 3G NETWORK

## THE BEST COVERAGE WORLDWIDE\*

### UNLIMITED MOBILE TO MOBILE CALLING

to over 79 million AT&T's wireless customers

### UNLIMITED NIGHT AND WEEKEND MINUTES

Nights are 9 p.m. to 6 a.m.

### ROLLOVER MINUTES\*

Only AT&T lets you keep your unused minutes

**\*Claim based on the most phones that work in the most countries.**

[att.com/wireless](http://att.com/wireless)  
**1-800-331-0500**

**For deaf/hard of hearing customers:**  
**(TTY) 1-866-241-6567**

**Questions on accessibility by persons with disabilities:**  
**1-866-241-6568**

**Terms Applicable to AT&T Nation/FamilyTalk® GSM Plans: Credit approval required.** Subscriber must live and have a mailing address within AT&T's owned network coverage area. An early termination fee of \$175 applies if service is terminated before the end of the contract term, and will be reduced by \$5 for each full month toward your minimum term that you complete. If phone is returned within 3 days, activation fee will be refunded. If phone is returned within 30 days in like-new condition with all components, early termination fee will be waived. All other charges apply. Some dealers impose additional fees. **iPhone returns will be subject to a 10% restocking fee, except where prohibited. Minute Increment Billing and Usage:** Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. AT&T charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Minutes will be depleted according to usage in the following order: Night and Weekend Minutes, Mobile to Mobile Minutes, Anytime Minutes and Rollover Minutes. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Those minutes will be applied against your Anytime monthly minutes in the month in which the calls appear on your bill. Unanswered outgoing calls of 30 seconds or longer incur airtime. You may obtain usage information by calling customer service or using one of our automated systems. **Pricing/Taxes/No Proration:** Final month's charges are not prorated. Prices are subject to change. Prices do not include taxes. **Activation Fees:** \$36 Activation Fee for each new line. \$26 Activation Fee applies on each additional FamilyTalk line. **Nights and Weekends:** Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 a.m. Monday (based on time of day at switch providing your service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the service area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands. International long distance rates vary. Additional charges apply to services used outside the land borders of the U.S., Puerto Rico and U.S. Virgin Islands. **Unlimited Voice Services:** Unlimited voice services are provided solely for live dialogue between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialogue between two individuals. If AT&T finds that you are using an unlimited voice service offering for other than live dialog between two individuals, AT&T may, at its option, terminate your service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement. **International Roaming:** Substantial

charges may be incurred if phone is taken out of the U.S., even if no services are intentionally used. Receipt of Visual Voicemail messages when roaming internationally are charged at international data pay-per-use rates unless customer has an international iPhone plan, in which case receipt of Visual Voicemail messages decrement kilobytes included in the international plan. **Off-net Usage:** If your voice or messaging service usage (including unlimited services) during any two consecutive months or data service usage (including unlimited services) during any month on other carrier networks ("off-net usage") exceeds your off-net usage allowance, AT&T may, at its option, terminate your service, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for off-net usage. Your off-net usage allowance is equal to the lesser of 750 or 40% of the Anytime Minutes, the lesser of 24 MB or 20% of the MB included with your plan, or the lesser of 3000 messages or 50% of the messages included with your plan. AT&T will provide notice that it intends to take any of the above actions, and you may terminate your agreement. **Caller ID Blocking:** Your billing name may be displayed along with your wireless number on outbound calls to other wireless and landline phones with Caller ID capability. Contact customer service for information on blocking the display of your name and number. You may be charged for both an incoming and an outgoing call when incoming calls are routed to voicemail, even if no message is left. See Wireless Service Agreement for additional conditions and restrictions. **FamilyTalk:** FamilyTalk requires a two-year service agreement for each line. FamilyTalk plans include only package minutes included with the primary number, and minutes are shared by the additional lines. The rate shown for additional minutes applies to all minutes in excess of the Anytime Minutes. FamilyTalk requires two lines. If the rate plan for the primary number is changed to an ineligible plan or the primary number is disconnected, one of the existing additional lines shall become the primary number on the rate plan previously subscribed to by the former primary number; if only one line remains, it shall be converted to the closest single line rate. **Rollover Minutes:** Rollover Minutes accumulate and expire through 12 rolling bill periods. Bill Period 1 (activation) unused Anytime Minutes will not carry over. Bill Period 2 unused Anytime Minutes will begin to carry over. Rollover Minutes accumulated starting with Bill Period 2 will expire each bill period as they reach a 12-bill-period age. Rollover Minutes will also expire immediately upon default or if customer changes to a non-Rollover plan. If you change plans (including the formation of a FamilyTalk plan), or if an existing subscriber joins your existing FamilyTalk plan, any accumulated Rollover Minutes in excess of your new plan or the primary FamilyTalk line's included Anytime Minutes will expire. Rollover Minutes are not redeemable for cash or credit and are not transferable. **Mobile to Mobile Minutes:** Mobile to Mobile Minutes may be used, subject to the above provisions governing unlimited usage, when directly dialing or receiving calls from any other AT&T wireless phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Calls to AT&T voicemail and return calls from voicemail not included. **Terms Applicable to Features/Data Plans:** For full details on messaging and data usage, see [att.com/dataterms](http://att.com/dataterms). Certain features will not be available in all areas at all times. See Roadside Assistance welcome letter and/or brochures for full terms and conditions. **VoiceDial:** See VoiceDial brochure for full details. No discounts available on Unlimited calling plans. **Data Plans:** An eligible data plan is required for certain devices, including iPhone and other designated Smartphones and PDA's. Eligible data plans cover data usage in the U.S. and do not cover international data usage and charges. If it is determined that you are using iPhone or other designated Smartphone or PDA without an eligible data plan, AT&T reserves the right to add an eligible data plan to your account and bill you the appropriate monthly fee. Use of iPhone 3G to access corporate email, company intranet sites, and/or other business applications requires an Enterprise Data Plan for iPhone. For applicable rates, terms and conditions, see AT&T Business Plans for iPhone 3G brochure. **AT&T Wi-Fi Services:** AT&T Wi-Fi service use with a Wi-Fi capable wireless device is subject to the Terms of Services & Acceptable Use Policy ("Terms") found at <https://secure.sbc.com/tosaup.adp>. Your use represents your agreement to those Terms, incorporated herein by reference. AT&T Wi-Fi Basic service is available at no additional charge to wireless customers with select Wi-Fi capable devices and a qualified data rate plan. Other restrictions may apply. © 2009 AT&T Intellectual Property. All rights reserved. AT&T and the AT&T logo are trademarks of AT&T Intellectual Property. Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. © 2009 Apple Inc. All rights reserved. Apple, the Apple logo, iPod, iTunes, and Safari are trademarks of Apple Inc., registered in the U.S. and other countries. iPhone and Multi-Touch are trademarks of Apple Inc. App Store and MobileMe are service marks of Apple Inc.

# AT&T plans for Apple iPhone



On the nation's fastest 3G network



\* Up to 2x faster compared with iPhone 3G.  
\*\* Picture/Video Messaging support from AT&T coming in late summer.  
\*\*\* Compass reliability may be affected by usage conditions, such as nearby magnetic fields.